

BEFORE**THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA****DOCKET NO.: 2021-264-T – ORDER NO. 2021-_____****November 8, 2021**

Application of Bournias, LLC, dba All My
Sons Moving & Storage for a Class E (Household
Goods) Certificate of Public Convenience and Necessity
for the Operation of a Motor Vehicle Carrier

**ORDER GRANTING CLASS E
(HOUSEHOLD GOODS)
CERTIFICATE**

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application (as amended) of Bournias, LLC, dba All My Sons Moving & Storage (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The original Application was filed on August 12, 2021; and an Amended Application on October 18, 2021. Applicant seeks authority to operate statewide. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a); and no parties intervened. The South Carolina Office of Regulatory Staff (ORS) filed a Notice of Appearance on August 12, 2021. A virtual hearing on the Amended Application was held on October 26, 2021, per email from Sandra Moser, Commission attorney, filed on October 8, 2021. Prior to the hearing, ORS submitted a letter dated October 25, 2021, stating: (1) that it did not intend to file direct testimony; and (2) it reviewed the Application and conducted an inspection of the Applicant’s records and equipment and based on that inspection and review found that the Applicant met the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012). The letter further stated that should the Applicant prove to the Commission that it meets the qualifications for the issuance of a Certificate of Public Convenience and Necessity, ORS will ensure that the Applicant comply with all applicable statutes, regulations and any conditions of the Commission Order prior to the issuance of such Certificate..

The parties at the hearing included the Applicant, represented by David Popowski, Esquire, and ORS, represented by C. Lessie Hammonds, Esquire. The Applicant presented the testimony of its Operations Manager Brock A. Abbey.

Mr. Abbey testified about his knowledge and experience in the moving industry and generally other segments of transportation, and stated that he was aware of and Applicant intended to comply with the Commission's regulations concerning household goods movers. He further stated that Applicant receives inquiries for their services primarily by its website and constantly turns down customer requests for services between points in South Carolina. Applicant is owned by AMS Group Holdco, LLC ("AMS Group"), a Delaware limited liability company that owns and operates approximately 69 separate All My Sons entities in 28 states, including five in South Carolina, through its subsidiary All My Sons Business Development, LLC located at 2400 Old Mill Road, Carrollton, TX 75007.

During Mr. Abbey's testimony, the Applicant tendered and without objection the Commission admitted the following Exhibits: 1. Amended Application; 2. Bill of Lading; 3. Proposed Tariff, as amended on October 26, 2021; 4. Affidavit of Shipper Witness Nat Wallen; 5. Pre-Filed Testimony of Brock Abbey with Exhibit A (Resume) and Exhibit B (U.S. Department of Transportation, Federal Motor Carrier Safety Administration's document regarding its Certificate MC No. 00390143 that permits Applicant to provide nationwide interstate service; and 6. pictures of Applicant's facility, parking lots, and vehicles. In his Affidavit, Mr. Wallen stated that he is the principal of Exp Realty, LLC. In the course of Mr. Wallen's work, he recommends household goods movers to sellers and buyers, especially near the end of each month when many closings take place. As an established realtor, Mr. Wallen stays current on the population and economic trends taking place across South Carolina and they have shown very steady growth over the last decade. He believes there is a need for an additional household goods mover in South Carolina.

The Commission finds and concludes the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133.

Furthermore, the Commission finds that the public convenience and necessity is not already being fully served by existing authorized service. Therefore, the Application of Bournias, LLC, dba All My Sons Moving & Storage should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Bournias, LLC, dba All My Sons Moving & Storage for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods with operating authority statewide. Additionally, the Applicant's Proposed Tariff, as amended on October 26, 2021 and marked as Hearing Exhibit 2, which is attached to this Order as Order Exhibit A, is approved.

2. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety and other information required by S.C. Code Ann. Section 58- 23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2016) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

5. Failure of the Applicant to either (1) comply with all statutory and regulatory requirements within ninety (90) days of the date of this Order, or (2) request and obtain from the Commission additional time to comply with the requirements, shall result in this Order granting the Application to become null and void and the Application shall be dismissed without prejudice. In this event, no further order of this Commission is necessary pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014). The ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

Justin T. Williams, Chairman

ATTEST:

EXHIBIT A

AMS TARIFF NO. 1

Bournias, LLC dba All My Sons Moving & Storage

JOINT AND LOCAL RATES
APPLYING ON

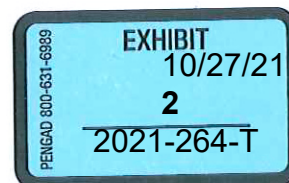
HOUSEHOLD GOODS

TRAFFIC HAVING ORIGIN, DESTINATION AND ENTIRE
TRANSPORTATION WITHIN THE STATE OF SOUTH CAROLINA
HOUSEHOLD GOODS TARIFF

EFFECTIVE DATE:

ISSUED BY:
Bournias, LLC dba All My Sons Moving & Storage

LATE-FILED



Bournias, LLC dba All My Sons Moving & Storage

I. Packing/Moving/Labor Rates:

A. October 1 through March 15 (Off-Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$129.00
Van + 3 men	\$169.00
Van + 4 men	\$199.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$209.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

B. March 16 through September 30 (Peak)

1. Monday through Thursday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$139.00
Van + 3 men	\$179.00
Van + 4 men	\$219.00

2. Friday through Sunday

Number of Movers + Van	Hourly Rate
Van + 2 men	\$149.00
Van + 3 men	\$199.00
Van + 4 men	\$239.00

Note: First 3 days & last 3 days of each month and Holidays will be charged Friday through Sunday rates.

Notes:

1. \$50 charge per additional man
2. \$50 charge per additional van.
3. 2-hour labor minimum on all moves.
4. 4-hour labor minimum on holidays.
5. A one-time trip charge of one hour (at the applicable hourly rate) will be charged for moves with an origin and/or destination within 0-50 miles from the Charlotte, NC office / warehouse
6. Round trip travel time will be charged for any move travelling more than 50 miles one way. Round trip travel time is calculated by multiplying the applicable hourly rate times the actual mileage traveled divided by 50. (e.g., 150 miles traveled / 50 = 3 x \$129 (off peak Tues-Thurs van + 2 men) = round trip travel charge of \$387.00).
7. Wait time not caused by the carrier will be charged at the applicable hourly rate.
8. A charge of \$75.00 will be applied for each additional stop other than the final destination
9. For all active members of the Armed Forces, Veterans, and senior citizens (65 years and older), the carrier will provide a \$50 discount.
10. Charges based on time shall be computed by multiplying the hourly rate by the time involved. Unless otherwise provided, fractions of an hour will be disposed of as follows:
 - (a) Where the time involved is 15 minutes or less, the charge shall be for one quarter of an hour.
 - (b) Where the time involved is more than 15 minutes but less than 30 minutes, the charge shall be for one half hour.
 - (c) Where the time involved is more than 30 minutes but less than 45 minutes, the charge shall be for three quarters of an hour.
 - (d) Where the time involved is more than 45 minutes, the charge shall be for one hour.
11. Overnight truck storage fee is \$250, per truck, per day.

II. Fuel Surcharge

A fuel surcharge of 14% of the total charges (labor travel and materials) will be added to each bill.

III. Packing Containers (Material Prices)

Carton 1.5	\$4.50	Mattress Bag (each)	\$12.00
Carton 3.0	\$5.50	TV Box	\$35.00
Carton 4.5	\$6.50	Newsprint (per bundle)	\$35.00
Dishpack	\$17.50	Shrink wrap (per roll)	\$5.00
Mirror Carton (4pcs)	\$17.50	Tape (per roll)	\$5.50
Wardrobe	\$17.50		

IV. Bulky Items

Motorcycles	\$80.00
Piano / Pipe organ 400 pounds or more	\$75.00
Grand Piano	\$75.00
Safe	\$75.00
Hot Tub	\$150.00
Riding Mower	\$75.00
Canoe / Small Boat	\$75.00

V. Billing / Other

Carrier requires payment in cash, a valid credit or debit card or by certified funds before household goods will be released unless other payment arrangements have been made with and accepted by the carrier prior to the start of the move.

VI. Rules and Regulations

A. Claims

1. All claims for loss, damage or overcharge must be in writing and attached to the Bill of Lading.
2. Customer (shipper) must notify carrier of all claims for concealed damage within 30 days of the move. All My Sons of Charlotte South, LLC must be given a reasonable opportunity to inspect the damaged items.
3. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by the signature hereon to be not exceeding 60 cents per pound per article.

B. Computing Charges

1. All My Sons of Charlotte South, LLC rates and charges are computed by multiplying the applicable hourly rate by the time as provided in Section I plus additional charges for packing containers, storage, fuel and bulky items as providing in Sections II, III, IV and V.
2. All My Sons of Charlotte South, LLC reserves the right to offer and run special promotions from time to time. Any such promotions will be submitted to the Public Service Commission for approval, filed with ORS, and attached to the bill of lading.

C. Governing Authorities

1. All My Sons of Charlotte South, LLC rates and charges are governed by the terms and conditions of tis tariff, the Rules and Regulations of the South Carolina Public Service Commission and the laws of the state of South Carolina.

D. Items of Particular Value

1. All My Sons of Charlotte South, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. All My Sons of Charlotte South, LLC will not accept responsibility for safe delivery of such articles if they come into All My Sons of Charlotte South, LLC's possession with or without All My Sons of Charlotte South, LLC's knowledge.

E. Bill of Lading, Contract Terms and Conditions

1. Each customer will be provided with a copy of All My Sons of Charlotte South, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto as Addendum A, are hereby incorporated by reference as if they were repeated verbatim here.
2. Each customer will be provided with a copy of All My Sons of Charlotte South, LLC's Notice of Limitation of Liability for items constructed of pressboard, particle board and engineered wood furniture. A copy of this Notice is attached hereto as Addendum B and its terms are incorporated by reference as if they were repeated verbatim here.

3. Each customer will be provided with a copy of All My Sons Moving & Storage's Customer Checklist. A copy of this Checklist is provided below, and its terms are incorporated by reference as if they were repeated verbatim here.



NOTICE
LIMITATION OF LIABILITY ON
PRESSBOARD, PARTICLE BOARD AND/OR
ENGINEERED WOOD FURNITURE

Furniture manufactured from press-board, particleboard, and/or engineered wood is designed to be moved into a box from the manufacturer to the retailer and then to the end user unassembled. It is not designed to withstand the normal stress of a move as an assemble unit. Most is not designed with the extra wood structural pieces to adequately brace the unit for movement out of or into a residence, nor the normal truck vibration even in air-ride trailers. Usually chips and dents are not repairable. Surface Impressions can be made on the furniture when writing on a single piece of paper. Assembly instructions frequently suggest that the connecting hardware pieces be glued in place. This does not significantly improve the structural integrity of the pieces, but does make disassembly impossible without creating substantial, un-repairable damage.

- **Option 1-** I/we choose to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage to the press-board, particleboard and/or engineered wood furniture, which may occur during the disassembly of the furniture.
- **Option 2-** I/we have engaged the services of another individual or company to disassemble all press-board, particleboard and/or engineered wood furniture prior to the move. I/we assume all responsibility for damage, which may occur to the press-board, particleboard and/or engineered wood furniture during the disassembly of the unit(s).
- **Option 3-** I/we am/are tendering furniture constructed of press-board, particleboard and/or engineered wood furniture fully assembled as part of our move. I/ we understand that any claims for damages to the press-board, particleboard and/or engineered wood furniture may be denied due to inherent vice, based upon the fact that fully assembled press-board, particleboard and/or engineered wood furniture is inherently susceptible to damage as

outlined above.

SHIPPER, OWNER, OR CONSIGNEE MUST SELECT OPTION 1, 2, OR 3.

Shipper, owner, or consignee: _____ Date: _____



Customer Checklist

***** Customer Please Read Carefully, This for your Protection!*****

1. **Items Left:** *All My Sons Moving & Storage cannot be held responsible for items left at residence after loading.* It is the customer's responsibility to make sure the nothing is left behind. Please be sure to go room by room with your driver to make sure everything is out prior to truck leaving job. **Initial:** _____
2. **Packed By Owner or "PBO":** *Damages incurred to "PBO" items can not be compensated for the event of a claim* as we did not pack theses items & are unaware of their existing condition. **Initial:** _____
3. **Valuables:** *Never pack money(including coins), jewelry, Important papers, medicine, or other irreplaceable family heirlooms on the moving truck.* Please carry these items with you to protect their value. **Initial:** _____
4. **Appliances:** *All My Sons Moving & Storage cannot disconnect or reconnect any gas, plumbing, or electrical items.* Our men are not qualified to do this nor is this part of All My Sons Moving & Storage's Policies and Procedures. **Initial:** _____
5. **Electronics:** All sensitive electronics and TVs (Plasma, LCD, LED) will need to go into their original boxes or crate. If needed, All My Sons Moving & Storage will build a box or crate for their protection. We can provide this for you at an additional charge as set forth above in Section III plus the appropriate hourly rate. **Initial:** _____
6. **Firearms/Chemicals:** *We are **PROHIBITED BY LAW** from transporting firearms, ammunition, gun powder, primer, paints, fuel, or chemicals of any kind.* All these items the customer is responsible for moving. **Initial:** _____
7. **Walls, Banisters, floors, ceiling, etc:** *While attempting to move any furniture or other items into or out of any area of the home or property, the customer hereby accepts all responsibility for any piece, and any damage which may occur.* **Initial:** _____
8. **Payment:** *All My Sons Moving & Storage collects payment on delivery. All My Sons does not do any post billing.* We accept Cash and Major Credit and Debit Cards: **Initial:** _____

9. **Valuation:** The customer is required to declare in writing the releases value of the property. The agreed or declared value of the property is hereby specifically stated by the customer and confirmed by their initials hereon to be not exceeding **60 cents per pound per article.** Initial: _____

Customer Signature: _____ Date: _____